

## ARTICLE I – WAGES

Q1 – Will the General Wage Increases provided for in this agreement be applied to the Remote Control Operation payment of 46 minutes provided for in the August 20, 2002 Remote Control Agreement?

A1 – Yes.

Q2 – Is the 3 cent per hour cost-of-living adjustment paid on January 1, 2011 rolled-in to the basic daily and mileage rates of pay and subject to all future general wage increases to be applied subsequent to that date?

A2 – Yes.

Q3 – An employee performs compensated service after July 1, 2010, is in dismissed/suspended status on the date of the agreement, and is subsequently reinstated with all rights unimpaired. Would that employee be entitled to the retroactive portion of the wage increases provided for in the agreement on the compensated service that he/she performed?

A3 – Yes

Q4: Will an employee who has been dismissed/suspended between July 1, 2010 and the effective date of this Agreement, who is subsequently reinstated/suspension removed or overturned by arbitration award, with all rights unimpaired and pay for time and benefits lost, have the retroactive pay increases applied to his/her payment for time lost?

A4: Yes, if and to the extent consistent with the Award.

Q5 - Will the railroad provide detailed documentation on the calculation of back pay to the employee upon receipt of such request by the employee.

A5 - The carriers have agreed to the following arrangement: any employee who believes his/her back pay computation is incorrect may make a written request through his/her General Chairperson for information regarding that computation. If the General Chairman concludes that the request has good cause, he/she will submit it to the carrier and a carrier representative will respond. The request must be made to the carrier within thirty (30) days after receipt of such pay. Disagreements between the parties may be referred to their respective national bargaining representatives—the President of UTU and the Chairman of the NCCC.

The following hypothetical example describes the appropriate methodology concerning computation of gross retroactive pay due to an employee under the terms of the agreement:

Assumptions:

October 1, 2011 date of New Agreement

Employee's standard basic daily rate as of 6/30/10 is \$203.29

Employee works average 21.75 days/mo., (261/yr), all time paid at standard basic daily rate

COLA of three cents/hour rolled into standard basic daily rate on January 1, 2011

Applicable GWI's:

7/1/10 2.0%

7/1/11 2.5%

Hypothetical Back Pay Calculation

	<b>Jul 2010</b>	
	-	
	<b>Dec 2010</b>	
Daily Pay Rate 7/1/10	\$203.29	
GWI	2.00%	
Daily Incr Amt	\$4.0700	Rounded
Total Day Per Month	21.75	
Total Months	6	
<b>Total Back Pay</b>	<b>\$531.14</b>	
	<b>Jan 2011</b>	
	-	
	<b>Jun 2011</b>	
Daily Pay Rate 7/1/10	\$203.29	
Add 3 Cent COLA	0.24	
New Daily Rate 1/1/11	\$203.53	
GWI	2.00%	
Daily Incr Amt	\$4.0700	Rounded
Total Day Per Month	21.75	Daily Pay Rate would be \$207.60.
Total Months	6	
<b>Total Back Pay</b>	<b>\$531.14</b>	
	<b>Jul 2011</b>	
	-	

	<b>Sep 2011</b>	
Daily Rate 1/1/11	\$203.53	
7/1/2010 GWI	2.00%	
7/1/2011 GWI	2.50%	
Daily Rate 7/1/11	\$212.79	
Increased Amount	\$9.26	Rounded
Total Day Per Month	21.75	
Total Months	3	
<b>Total Back Pay</b>	<b>\$604.22</b>	
<b>Total Back Pay Jul 2010 - Sep 2011</b>	<b>\$1,666.49</b>	

Q6 - Will the back pay be included in the employee's earnings for the purpose of computing vacation payments?

A6 – Where vacation pay is based on compensation earned by the employee during the preceding calendar year, all back pay earned in such calendar year will be included.

## **ARTICLE II – COST-OF-LIVING PAYMENTS**

Q1 – In the event this proposed agreement is not ratified by UTU, will the July 1, 2011 COLA be paid in accordance with Article III, Part B of the July 1, 2008 UTU National Agreement?

A1 – Yes. The COLA will be applied on a retroactive basis, and the employee H&W cost contribution will be adjusted as provided for in Article IV, Part C, Section 1(b) of that agreement and also applied on a retroactive basis.

### **ARTICLE III – HEALTH AND WELFARE**

Q1 – Will employees still be offered the opportunity to “opt-out” of the H&W Plan and be eligible for the \$100 monthly payment?

A1 - Yes.

Q2 - Will the annual deductible and co-insurance requirements apply during the extended coverage afforded employees who are off sick or injured?

A2 - Yes.

Q3 - When an individual/family satisfies the annual out-of-pocket maximum amounts, are the fixed dollar co-pay requirements of the plan still applicable, i.e. office visit, ER, etc.?

A3 - Yes. The employee is still required to satisfy the fixed dollar co-pay requirements, but all other covered expenses are paid at 100%.

Q4 - What types of service will be subject to the annual deductible?

A4 - Any charges for services for which a fixed dollar copayment does not apply. For example, any charges for services that are not covered by the office visit copayment, such as lab charges and x-rays, are subject to the annual deductible.

Q5 - Will the annual deductible (\$200/400) apply toward the annual out-of-pocket maximum?

A5 - No.

Q6 - What effect will these ERMA Plan changes have on an employee who retires and is eligible for ERMA in 2011?

A6 – None. The changes to ERMA apply only to individuals who become eligible for ERMA coverage on or after January 1, 2012.

Q7 - Address the issue of coverage for treatment of a condition that began prior to the medical benefit design change.

A7 – The design changes will not apply to hospital charges for a continuous stay that starts before and ends on or after the effective date of the changes. The design changes will apply to all other services rendered on or after the effective date of the changes, even if such services are for treatment of a condition that began prior to that date.

## ARTICLE IV – SERVICE SCALE

Q1 – If an employee is in dismissed/suspended status as of the effective date of this Article, will such employee be eligible for the \$3000/\$1200 one-time bonus provided for in Section 1 (a) and (b)?

A1 – Yes, provided the employee is subsequently reinstated to service with seniority rights unimpaired and meets the other qualifying requirements.

Q2 – What is meant by the phrase “entry into train service” in Section 1 and “enter train or engine service” in Section 2 of this Article IV?

A2 – In Section 1, “entry into train service” means those employees who on the date of the Agreement have completed training requirements in effect on the property and have marked-up for and have performed compensated service in train service.

In Section 2, “enter train or engine service” means any employee who is in training on the date of the Agreement or who is hired on or after such date.

Q3 – Will employees subject to the rate progression set forth in Section 2 receive an adjustment to the applicable percentage rate of pay upon promotion to conductor and/or engineer?

A3 – Yes, in accordance with existing interpretations/applications of the applicable rate progression rules.

Q4 - If an individual satisfies all of the eligibility requirements for the Article IV Rate Progression Bonus, but is in the fireman/engineer training program on the date of the Agreement, will such individual be eligible to receive such bonus?

A4 - Yes, provided that there is no duplication/pyramiding.

Q5 - Where an individual is currently in a training program and will be subject to the current rate progression provision upon promotion, will such employee be eligible to receive the bonus payment provided for in this agreement?

A5 - See Q&A 2

Q6 - Will the bonus payment be included in an employee’s earnings for the purpose of determining vacation pay?

A6 – Where the employee’s vacation pay is based on compensation earned by the employee during the preceding calendar year, such compensation would include a bonus paid to that employee in such calendar year.

Q7 - If an employee is currently in a training program and completes such training on or after the date of the agreement, will such employee be covered by the revised rate progression provisions of Section 2, (i.e. 4 years)?

A7 - Yes, unless the rate progression agreement on the property has been retained in accordance with Article IV, Section 2(c).

Q8 - If an employee is subject to current rate progression rules and is working as an engineer on the date of the Agreement, will such employee be eligible for the bonus provided for in this agreement?

A8 – No, but the employee would be eligible to receive the bonus payment upon return to train service, provided all eligibility requirements are satisfied, such return is involuntary and occurs within one year from the date of the Agreement, and subject to no duplication/pyramiding. Such bonus payments would be made to all employees who qualify within 30 days after that one-year anniversary date.

Q9 - Will this Article IV, Section 2 replace rules governing Service Scale/Rate Progression on those properties that have previously modified the Service Scale rule?

A9 - In accordance with Section 2(c), modified rules in effect on individual properties are preserved without change unless the organization representative elects to apply this rule in lieu of such existing modified rules.

Q10 - If an individual is not working due to furlough or injury on May 1, 2011, will such employee be eligible for the bonus payment upon return to service?

A10 - Yes, so long as the eligibility requirements are satisfied.

Q11 - Will employees who complete training after May 1, 2011 and enter train service subject to rate progression rules set forth in Section 1 on or before the date of the Agreement qualify for the bonus payments or be under the new 4-year rate progression?

A11 – Such employees will be eligible for the bonus assuming they meet all other eligibility requirements.

Q12 - What employees currently working are eligible for the bonus payment(s) provided in this Article IV?

A12 - Any current employee in train service on the date of Agreement who is or has been subject to service scale/entry rate rules as described in Article IV, Section 1(a) and (b) at any time during the period May 1, 2011 through the date of the Agreement, will be eligible for the Article IV bonus payment. See Q & A 2, 4 and 8.



Q13 - An employee was subject to the current 5-year rate progression and attains 100% rate of pay on May 1, 2011. Is that employee eligible for the \$3000 bonus?

A13 - No, because the employee was not subject to compensation at a reduced rate of pay on or after May 1, 2011.

Q14 - An employee was subject to the current 5-year rate progression and attains 100% rate of pay on May 2, 2011. Is that employee eligible for the \$3000 bonus?

A14 - Yes, assuming all other eligibility requirements are satisfied because the employee was subject to compensation at a reduced rate of pay on May 1, 2011.

## ARTICLE V - FRA CERTIFICATION

Q1 – When is a UTU-agreement covered employee entitled to receive a certification allowance?

A1 – When such employee has a start on a position for which FRA certification is required.

Q2 - If an employee is working from an extra board protecting both conductor and brakeman positions, will that employee be eligible for the certification regardless of the position for which called?

A2 - The certification allowance will only be paid when the employee is working on a position requiring such certification. See Q & A 1.

Q3 - Is an employee entitled to receive a certification allowance for a start on a position for which a current RCO certification is required?

A3 - Yes.

Q4 – Under the terms of the tentative agreement, is the certification allowance subject to general wage increases?

A4 – No.

## **ARTICLE VI – LOCAL DISCUSSIONS**

Q1 – If the parties are unable to reach voluntary agreements on any of the items identified in Section 2, may either party force the resolution of those items to arbitration?

A1 – No.

## **ARTICLE VII – PROBATIONARY PERIOD**

Q1 – What is the reason for this provision becoming applicable 30-days after the effective date of the agreement?

A1 – The reason is so that those employees who complete training prior to the effective date of the agreement are not subject to an additional probationary period.

Q2 – An employee completes new hire training and then works his/her first assignment in compensated service. Does the 60-day period described in Article VII, Section 1 commence on that first day of work in compensated service?

A2 – Yes

Q3 – Under Article VII, may a carrier reject an employment application at any time from the first day of new hire training through the 60-day period after completing such training and protecting the first tour of compensated service?

A3 - Yes

Q4 - Where rules on individual railroads party to this agreement provide for a probationary period longer than 60 days, are those rules now amended to apply the 60 day probationary period of this Article VII.

A4 - Yes.